

AGREEMENT FORM

2016 KIWANIS PLAYGROUND PROJECT

This agreement, made this 20th day of April, 2016 at West Lafayette, Indiana, by and between the Redevelopment Commission for the City of West Lafayette, Indiana (hereinafter referred to as the "Commission") and Pour Boys Concrete, LLC, an Indiana limited liability company. (hereinafter referred to as the "Contractor").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the Commission and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor, equipment and materials necessary to complete the job in accordance with the April 5, 2016 Contractor quote.

Article 2: PAYMENT

The Commission shall pay to the Contractor, in full and complete payment for all performance of this Agreement, in current funds. The estimated sum of Twenty-Three Thousand Eight Hundred Sixty-One Dollars (\$23,861.00) defined as the contract price. Any additions or deletions to this Agreement will be done by change order approved by the Commission.

Article 3: CONTRACT DOCUMENTS

The contract documents include this Agreement, the Contractors quote dated April 4, 2016, and the Contractor's certificate of insurance. Said documents are hereby incorporated into and made a part of this Agreement the same as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

Article 6: DATE OF COMPLETION

The Contractor agrees that it will have the work contained in this Agreement completed by June 3, 2016, unless a written extension is granted by the Commission.

Article 7: INSURANCE

During construction of the Project, Contractor shall maintain policies of insurance for Workers' Compensation as well as general liability insurance in the amount of \$1,000,000 or more. Each such policy shall: (a) be written by a company reasonably acceptable to Commission; and (b) provide that it shall not be modified or canceled without written notice to Commission at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Contractor shall name the City of West Lafayette as an additional insured. Contractor shall deliver to the Commission certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

Article 8: INDEMNITY AND HOLD HARMLESS AGREEMENT.

The City of West Lafayette shall be indemnified, held harmless, and defended by Contractor for any claims whatsoever arising out of, as a result of, or in connection with the work performed by Contractor including, but not limited to:

- (i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the project site by Contractor or any party acting by, under, through, or on behalf of Contractor;
- (ii) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; or
- (iii) the breach by Contractor of any term or condition of this Agreement;

Further, Contractor shall be responsible for obtaining or maintaining any permits required by any governmental or public or private administrative body, whatever it may be, in connection with the services set out in Article 1. Contractor shall be required to ensure that the company, and its operations in connection with the services set out in Article 1, conform to any applicable statutes, regulation, ordinances, treaties, rules of common law, or other law.

Article 9: PREVAILING PARTY – ATTORNEY FEES

Notwithstanding any term or condition in this Agreement to the contrary, in the event litigation is commenced to enforce any term or condition of this Agreement, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Article 10: ENGAGING IN ACTIVITIES WITH IRAN

By signing this agreement, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

Article 11: E-VERIFY

Contractor shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 9(b), the Commission shall require Contractor to remedy the violation not later than thirty (30) days after the Commission notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the Commission terminates the Agreement, Contractor shall, in addition to any other contractual remedies, be liable to the Commission for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- c. If Contractor employs or contracts with an unauthorized alien but the Commission determines that terminating the contract would be detrimental to the public interest or public property, the Commission may allow the contract to remain in effect until the Commission procures a new contractor.
- d. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.
- e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the Commission that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

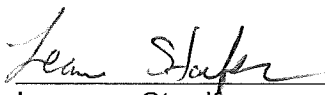
Article 12: NON-DISCRIMINATION

Contractor agrees:

- a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin, or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin, or ancestry;
- c. That the Commission may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during the which such person was discriminated against or intimidated in violation of the provisions of this Agreement;
- d. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Commission and all money due or to become due hereunder will be forfeited.

IN WITNESS WHEREOF we have set our hands the day and year first above written.

CONTRACTOR:



Leamon Stanifer
Pour Boys Concrete

WEST LAFAYETTE REDEVELOPMENT
COMMISSION

BY: _____
Lawrence T. Oates, President

ATTEST: _____
Stephen Curtis, Secretary



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)

4/4/16

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY DEIWERT INSURANCE 111 W FRANKLIN DELPHI, IN 46923-1201 (765)564-6464		AGENT'S NO. FF2086	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable in NY) Erie Indemnity Co., Attorney-In-Fact Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY		
NAME AND ADDRESS OF NAMED INSURED Pour Boys Concrete LLC 2130 E 850 S Brookston, IN 47923			This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.		
This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.					
CO Add'l Ltr Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q36 0620841	3/1/16	3/1/17	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 1,000,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
E	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q02 0630762	2/6/16	2/6/17	BODILY INJURY (EACH PERSON) \$ 1,000,000 BODILY INJURY (EACH ACCIDENT) \$ 1,000,000 PROPERTY DAMAGE \$ 100,000 BODILY INJURY AND PROPERTY DAMAGE COMBINED \$
C	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$	Q36 0670210	4/9/15	4/9/16	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q88 5900181	4/9/15	4/9/16	STATUTORY BODILY INJURY BY ACCIDENT \$ 1,000,000 EACH ACCIDENT DISEASE \$ 1,000,000 POLICY LIMIT DISEASE \$ 1,000,000 EACH EMPLOYEE
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER
City of West Lafayette
222 N Chauncey Ave
West Lafayette, IN 47906

AUTHORIZED REPRESENTATIVE

Lauren Biddle



Leamon Stanifer • Casey Biddle

2130 E 850 S

Brookston, IN 47923

765-414-2776 • 765-413-5803

PourBoys@mail.com

Date:4/4/16

Job: Kiwanis playground at Cumberland park.

This Price Includes: \$23,861.00

Cost of drainage \$ 3680.00

Alternate 1 \$ 13,864.00

Alternate 2 \$ 4817.00

Alternate 3 \$ 1500.00

Inclusions:

- 3094 sq. ft. 4 inch sidewalk.
- 75 lf. 6 inch x 18 inch curb.
- 110 lf. 4 inch perforated pipe around NE playground with # 8 gravel and #53 stone.
- Approximately 200 lf. Caulked expansion joints ½ in width.
- 3 inches #53 stone for subgrade prep under all walks.
- Excavation and backfill for all walks, bench pads, curb and dumpster pads.
- Washout Pit.
- All concrete is 6 bag with residential fiber mix.
- Concrete cylinder testing.

Exclusions:

- Engineering.

City of West Lafayette
Parks and Recreation Department
Concrete Work Kiwanis Playground
April 5, 2016

QUOTE SHEET

QUOTE FOR CONCRETE WORK OF THE ENTIRE
PLAYGROUND TO INCLUDE MATERIAL AND LABOR.

Cost to do Total Project (including drainage) \$

\$ 22,861.00

Break down of cost of drainage \$ 3680.00

Alternate 1 - Cost to do Phase 1

All 8 foot sidewalks and 5 foot sidewalks around
Southwest playground only (main playground
structure) \$ 13,864.00

Alternate 2 - Cost to do Phase 2

5 foot sidewalks around north playground \$

\$ 4817.00

(Swing area)

Alternate 3 - Cost to do Phase 3

Curb around east playground (climber)

\$

\$ 1500.00

NON-COLLUSION AFFIRMATION

STATE OF INDIANA

COUNTY OF: White **ý ss:**

The undersigned offeror or agent, duly swears, under penalties for perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Leman Stoffer Pour Boys Concrete
Offeror (Firm)